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AID / 7970

**Between the Board of Cooperative Education Services
Of the Second Supervisory District, Suffolk County, New York**

Agreement

**and the Civil Service Employees Association, Inc.
Local 1000 AFSCME AFL – CIO
and its CSEA Western Suffolk BOCES Aides/Food Service
Workers Unit XII**

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

July 1, 2004 - June 30, 2007



364 Members

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PREAMBLE

This Agreement is entered into this 1st day of July, 2004 by and between the negotiating representatives of the Civil Service Employees Association, Inc., AFSCME, AFL-CIO and its WESTERN SUFFOLK BOCES-Aides Unit XII (hereinafter referred to as the UNION) and negotiating representatives of the WESTERN SUFFOLK BOCES, SECOND SUPERVISORY DISTRICT, SUFFOLK COUNTY, NEW YORK (hereinafter referred to as the BOCES.)

The UNION recognizes that the BOCES has the legal authority and responsibility to make final decisions in the educational and fiscal affairs of this BOCES pursuant to the Education Laws and other general laws of the State of New York.

The UNION and the BOCES agree that the Public Employees' Fair Employment Law, Article 14 of the Civil Service Law, Chapter 392 of the Laws of 1967, as amended to date, serves as a legal and constructive approach to public employee negotiations.

Accordingly, both parties agree that the letter and the spirit of this Contract, as well as all other working relationships which evolve during the course of the Contract, shall be observed within the provisions and rules of the Public Employees' Fair Employment Law.

FURTHERMORE, the UNION and its unit agree not to engage in a strike and agree not to cause, instigate, encourage, or condone a strike.

The UNION and the BOCES agree that, through a spirit of cooperation and mutual respect, the highest quality services and educational programs can be obtained for the member school districts of this BOCES.

In consideration of the foregoing and in order to effectuate the provisions of Chapter 392 of the Laws of 1967, as amended, the BOCES and the UNION do hereby agree as follows:

ARTICLE I **RECOGNITION**

The BOCES recognizes the Civil Service Employees Association, Inc., AFSCME, AFL-CIO and its Western Suffolk BOCES-Aides Unit XII, as the exclusive representative of all aides personnel, as defined in a resolution of the BOCES dated December 19, 1967 and further agreed to in a letter dated December 21, 1971 and February 2, 1988, and full-time and part-time cook-managers and food service workers in negotiations and representations with the BOCES concerning the terms and conditions of their employment and the administration of grievance procedures as provided herein. Such recognition shall continue up to and including the day 7 months prior to the expiration of this agreement.

ARTICLE II **DEFINITION-UNIT XII PERSONNEL**

This Agreement shall constitute the commitment between the BOCES and Unit XII-Aides personnel working 17½ hours/week or more as defined by the February 2, 1988 BOCES resolution.

ARTICLE III
MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the commitment between both parties and shall be in effect as to all covered items from July 1, 2004 through June 30, 2007.
- B. If any provision of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The provisions of this Agreement shall be incorporated into, and be considered part of an established policy of the BOCES.
- D. Copies of this Agreement shall be duplicated at the expense of the BOCES and given to all UNION personnel then employed or thereafter employed, within thirty (30) days after its execution of their employment, if that occurs later.

ARTICLE IV
GRIEVANCE PROCEDURE/LABOR MANAGEMENT

A. Grievance Procedure

1. Definitions

- a. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of the hereinafter defined employee group as related to the interpretation, meaning or application of any of the provisions of this Agreement.
- b. For purposes of this procedure the term "defined employee" includes all personnel embraced by Unit XII represented by the CSEA Unit.
- c. A "party of interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
- d. The District Superintendent is the Executive Officer of BOCES.
- e. The "Administrator" shall mean the person to whom the employee is directly responsible on the administrative and/or supervisory personnel level, i.e. District Superintendent, Deputy Superintendent, Executive Director, Assistant Director, Administrative Assistant, Principal or Assistant Principal and/or Coordinator/Supervisor.
- f. The term "days" when used in this article shall mean, except where otherwise indicated, working days; thus weekend or vacation days are excluded.

2. Purpose

- a. The purpose of this procedure is to secure, at the lowest reasonable administrative level, equitable solutions to grievances of the practices as defined above.
- b. Nothing herein contained shall be construed as limiting the right of any defined employee having a grievance to discuss the matter informally with any appropriate member of the administration.

3. Procedure

- a. A summary chart of grievance timeline is attached hereto as Appendix A.
- b. In the event a grievance is filed so that sufficient time as stipulated under all levels of procedure cannot be provided before the termination of this Agreement, then said grievance shall continue to be resolved under the terms of this Agreement and not under the terms of any succeeding Agreement.

4. Basic Principles

- a. The function of these procedures is to assure equitable and proper treatment under existing laws, rules, regulations and policies which relate to or affect the defined employee in the performance of his/her assignment. The resolution of a grievance at the earliest possible time is encouraged.
- b. A defined employee shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal.
- c. The defined employee instituting a grievance shall have the right at all stages to proceed personally, through the UNION representative, through an attorney or any other representative of his/her choice.
- d. It shall be the responsibility of the Executive Officer of the BOCES to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and to make a determination within the authority delegated to him/her within the time specified in these procedures.
- e. Each party to a grievance shall have the right of access to all written statements and records pertaining to such case.
- f. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

5. Initiation and Processing

a. LEVEL ONE

1. A defined employee with a grievance shall discuss it first with his/her immediate supervisor with the object of resolving the matter informally. If the matter is not resolved, it will be discussed with the responsible Executive Director, if there be one in direct line of responsibility, before it is processed at **LEVEL TWO**. In the event the grievance is not resolved at this level, the administrator will be so advised by the grievant. The administrator will then forward a formal report on the matter to the District Superintendent within five (5) days of said notification by the grievant.

b. LEVEL TWO

1. In the event that the defined employee is not satisfied with disposition of his/her grievance at **LEVEL ONE**, or in the event that no decision has been rendered within five (5) days after presentation of the grievance to the appropriate supervisor and subsequent discussion with the applicable Executive Director he/she may file the grievance in writing with the District Superintendent.
2. The District Superintendent or his/her designated representative shall meet within ten (10) days of receipt of the written grievance with the grievant and his/her representative, if any, in an effort to resolve the grievance.

c. LEVEL THREE

1. If the grievance is not satisfactorily resolved by **LEVEL TWO** proceedings, the grievant may make, within five (5) days after the District Superintendent's decision, a written request to the BOCES for review and final determination. All written statements and records of the case shall be submitted to the President of the Board, by the District Superintendent or his/her designee.
2. The BOCES shall hold a hearing to obtain further information regarding the case within fifteen (15) days of receipt of a request for review by the grievant.
3. The BOCES shall render a decision in writing within ten (10) days after its hearing. The parties recognize that the Board of Cooperative Educational Services is charged legally with the responsibility of operating the school system; therefore, its decision in any grievance matter shall be final.

6. Rights of Employees

No reprisals shall be taken by any persons against any participant in the grievance procedure, whether a party of interest or otherwise, by reason of such participation.

7. Other Provisions

- a. Subject to the terms of this subparagraph, if, in the judgment of the UNION, a grievance affects a group or class of designated employees, the UNION may submit such grievance in writing to the District Superintendent directly, and the processing of such grievance shall be commenced at LEVEL TWO. No such grievance shall relate to a hypothetical case and, in bringing such a grievance, the UNION shall identify the members of the group allegedly adversely affected. Such a grievance may be processed at the LEVEL ONE stage if all the involved employees have a common supervisor
- b. Decisions rendered at LEVELS TWO and THREE of the grievance procedure shall be in writing setting forth the decision and the reasons therefore, and shall be promptly transmitted to all parties in interest and to the President of the UNION.
- c. Grievances shall be initiated within thirty (30) days of the time when an employee knows or should have known of the grievance. Any grievance filed beyond the thirty (30) day limit shall not be valid.

B. Labor Management Committee

A labor/management committee consisting of representatives of the UNION and the Administration shall be formed and meet monthly for the purpose of discussing matters of mutual concern and interest. Decisions and/or action of the committee are not subject to grievance, arbitration or litigation.

ARTICLE V STANDARD WORKDAY, WORKWEEK, OVERTIME, WORK CALENDAR AND OFFICE CLOSINGS

A. Workday

1. The standard workday for all aides will be equivalent in time to that of the teaching staff to which an aide is assigned.
2. Starting and ending time will be the same as that of the teacher assigned to or adjusted with the expressed permission of the building administrator.
3. Aides shall work the same number of days as is contained in the officially adopted BOCES school calendar.
4. Aides will be entitled to one half hour for lunch and one fifteen (15) minute coffee break and where possible, every effort will be made to schedule the fifteen (15) minute coffee break and thirty (30) minute lunch period back to back on a daily basis.
5. It is understood that the lunch period for the above employees should not be interrupted for duty assignments except in cases of real and serious emergencies.

6. From time to time, the building principal may request members of the bargaining unit to attend building/staff meetings.

B. Workweek

The standard work week shall be considered as Monday through Friday as indicated by the adopted instructional calendar.

C. Overtime

1. Overtime will be paid to full time employees at the rate of 1½ times regular pay for any work required after the regular number of hours in any workday or workweek and for work on Saturdays exclusive of overnight chaperoning and field trips. (see Article VII (D2)).
2. The practice of compensatory time off in lieu of overtime pay is prohibited.

D. Work Calendar

1. Employees will follow the school and summer school calendar respectively when school is in session.
2. The work calendar shall consist of WESTERN SUFFOLK BOCES adopted school calendar plus a maximum of two (2) days per year for orientation and training; one prior to the opening of school and one following the closing of school in June.
3. It is possible that there will be a BOCES Superintendent's Conference Day and that appropriate programs will be developed for Unit XII personnel. Subject to development of this conference program, the BOCES facilities will be closed to enable Unit members participate in the conference activities.
4. Employees will be considered to have employment at BOCES at the beginning of the upcoming school year provided they have not been notified in writing to the contrary.
5. Staff will follow the school calendar in lieu of vacation time.

E. Office Closings

1. Aides shall adhere to the emergency closing announcements for the schools to which they are assigned.
2. The District Superintendent and/or his/her representative reserves the right to make limited exceptions to the general policy in recognition of the wide territory encompassed by BOCES facilities locations and the occasions on which storms may be peculiarly localized. Special exceptions may also apply wherein the services of any individual building may be impaired.

3. It is the professional and ethical responsibility of each employee to report for duty when the schools are open during the inclement weather, even if such arrival may be on a delayed basis.
4. Lack of normal transportation should not be a deterrent.
5. The BOCES reserves the right to request individual reports relative to the reasons for personnel not reporting on such occasions.
6. On its part, the BOCES assumes a responsibility for considering compensatory time off for those employees reporting to work when schools are not closed at the start of the day, but are declared closed after they have reported to work.

ARTICLE VI

LEAVES AND ABSENCES

All employees covered under the terms and conditions of this Agreement must apply, in writing, for a leave of absence where an absence will continue following the exhausting of all sick or other leave time approved for a particular period. This provision does not apply in cases of Worker's Compensation. Such requests for leaves of absence without pay will be given reasonable consideration by the District Superintendent and the BOCES. Individuals who fail to request a leave under conditions as outlined above and within five (5) days following the exhausting of approved leaves will be considered to have abandoned their jobs.

A. Sick Leave

1. Full Time Employees Hired Prior to July 1, 2004

- a. Employees will be credited with 1.25 sick days per month.
- b. The days will be credited on the first of each month.

2. Full Time Employees Hired as of July 1, 2004

- a. Employees will be credited with 1 sick day per month for the first five (5) years of employment. Thereafter, their accrual will be 12.5 days per year.
- b. The days will be credited on the first of each month.

3. Part-Time Employees

Part-time employees working 17½ hours or more of the established time for the full-time position will have sick leave allowance time prorated in accordance with the percent of regular time worked, as per #1 and #2 above.

4. Suspected Abuse of Sick Leave

A medical certificate may be required by the District Superintendent when it appears that the employee has engaged in abuse of sick leave, including but not limited to:

- excessive use of sick leave;
- repeated utilization of sick leave on a short term basis prior to or after a weekend, holiday or school recess period.

Pertaining to cases where abuse of sick leave is indicated, the following shall apply:

- a. The employee shall be called to an informal conference to discuss the circumstances surrounding the use of sick leave.
- b. Should continued problems with use of sick leave persist, the employee shall be called to a formal supervisory conference to discuss the matter.
- c. The employee shall be notified at this supervisory conference that further absences will require a medical certificate.
- d. The employee shall be permitted an opportunity to meet with the District Superintendent or his/her designee to discuss the same. The affected staff member may be represented by the UNION at said conference.
- e. The requirement of a medical certificate shall remain in effect for no more than the remaining term of the then current contract year. If the same is less than six (6) months, said period shall be extended for the first six (6) months of the next contract year.
- f. The UNION agrees that if a member of the UNION is docked for exceeding accumulated sick leave during any three (3) pay periods within one school year, the BOCES has the right to investigate the circumstances surrounding the use of sick leave.
- g. If it is determined that there has been abuse of sick leave, the employee will be converted to a twenty-six (26) pay option for the remainder of the school year and the entirety of the following year. This provision is non-grievable.

5. Extension of Sick Leave

- a. A full-time employee who has exhausted his/her available sick leave may apply to the District Superintendent for an extension of such paid leave.
- b. Any such extension must be approved by the BOCES and the right is reserved to the District Superintendent to recommend extensions at full or part pay in unusually deserving circumstances.

- c. The length of service with the BOCES and circumstances surrounding the need for additional leave will be considered.
- d. The District Superintendent may require, incident to the use of sick time, a statement from the employee's doctor or an examination by a BOCES physician.

6. Miscellaneous Provisions

- a. At the request of the District Superintendent or his/her designee, employees will furnish a statement from a licensed doctor or chiropractor indicating the nature of the illness or disability when more than 3 consecutive days of sick leave are used on a single occasion.
- b. Sick leave will be charged for absence on a prorated basis for portions of the work day.
- c. Sick leave may be accumulated to an unlimited number of days.

B. Personal Injury/Workers' Compensation

- 1. The provisions of this section shall cover an employee who is:
 - a. Injured in the performance of his/her duties.
 - b. Assaulted or injured as a result of the actions of another party.
 - c. Contracts hepatitis B thru exposure during the performance of his/her duties.
- 2. During a period extending for ninety (90) calendar days after an employee suffers an injury as defined above the employee shall receive full pay and benefits without charge to sick leave except for the first five (5) days of such absence which shall be charged to sick leave. For injuries extending beyond the ninety (90) day period an employee may utilize sick leave to the extent available.
- 3. The injured employee must file the required incident reports with the Executive Director no later than 24 hours after the incident. Exception based upon extenuating circumstances will be authorized by the District Superintendent.
- 4. Both the CSEA and the BOCES expressly indicate their willingness to assist in monitoring this benefit against possible abuse.
- 5. The CSEA recognizes that the return of the first five (5) days to the employee has been expressly waived in exchange for the extension of pay and benefits, to ninety (90) days. Upon return to BOCES, 20% of any sick leave used (above the first five (5) days) shall be restored.
- 6. An employee assaulted by another party as described in 1b above shall have the first five (5) days of such absence restored to their sick leave.

C. Personal Business Matters

1. UNION members are expected, when possible, to schedule personal business during other than working hours.
2. Business which can be conducted only during working hours should be scheduled for less than a full day, if possible.
3. In no instance will personal leave be granted for the purpose of normal personal financial or vacation gain.
4. Failure of the employee to observe the intent and purpose of this leave may result in disciplinary action.
5. A total of three (3) days per year can be used for personal business for full time staff. Part time staff are eligible for a proration of this number.
6. A fourth (4) day may be approved by the District Superintendent in the event of an extreme emergency, such as a death, fire in the home, or life-threatening situation.
7. Approval of a fourth (4) day will be at the sole discretion of the District Superintendent or his/her designee.

D. Bereavement

1. Employees shall be exclusively permitted to use a maximum of five (5) work days per separate and distinct occasion in the event of death in the family.
2. Those relatives for whom bereavement days may be used include:
 - spouse
 - parent
 - child/grandchild
 - brother/sister
 - grandparent/great grandparent

These relatives may be related biologically, or in the following relationship to the employee:

- adopted
- step
- foster
- in-law

Also included is any other relative who at the time of death was living in the immediate household of the employee.

3. Bereavement work days are to be used successively.
4. School closing days within the five (5) day allowable limit will reduce the actual bereavement days to less than five (5) depending upon the number of school closing days.
5. Bereavement days shall not be charged against accumulated sick leave.

E. Emergency Unpaid Leave

An emergency unpaid leave may be requested for critical and substantial purposes by specific written application through the program administrator to the District Superintendent.

1. The granting of such leaves and their lengths will be based upon the recommendation of the District Superintendent and confirmation by the BOCES, and will involve a review of the applicant's employment record with BOCES.
2. Leaves shall be considered terminated automatically within three (3) working days after the conclusion of the emergency for which granted, unless extended specifically by the District Superintendent or unless terminated earlier at the expiration of the granted time.
3. Failure of an employee to return to employment promptly as required at the end of such leave will be considered as abandonment of the position and will result in termination of employment.
4. Vacation and sick time shall not accrue during the period of any unpaid leave.

F. Military Leave

Personnel who must fulfill a military obligation during the year are entitled to military leave as provided by the Military Law, and as hereinafter specified:

1. Military Leave as hereinafter defined shall not be charged against accumulated Sick Leave.
2. The BOCES will grant Military Leave each calendar year in accordance with the Military Law as follows:
 - a. Leave for training, emergency duty or required physical examinations: Such leave will be compensated at full pay up to thirty (30) calendar days per calendar year, but not exceeding thirty (30) calendar days in any one continuous period of such absence.
 - b. Persons on Military Leave for active duty shall be entitled to return to their positions and receive compensation as provided by Military Law.

3. Personnel are expected to request a change of required temporary military duty if the stated time tends to interfere with critical work responsibilities. Such a request will not be required if it will be detrimental to the employee's military status and the employee can provide evidence from his/her military superior that such change, in fact, will be detrimental.
4. Application for Military Leave must be made two weeks prior to the beginning of such leave when such notice can be given. The request must be made in writing to the immediate director or supervisor of the person involved who will forward the same to the District Superintendent, with a copy to the Business Manager.

G. Predictable Disabilities

1. An employee shall be entitled to use accumulated sick leave for absence resulting from predictable disabilities such as elective surgery, rhinoplasty, bunionectomy and child birth.
2. The Personnel Office should be notified through the Executive Director's office as soon as the period of disability is known by the employee.
3. A physician's statement giving the nature of the disability and the estimated period of its duration must be furnished for all predictable disabilities.
4. BOCES may at any time have a medical examination conducted to verify disabilities claimed under Item 3 above.

H. Child Care Leave

1. In the case of a new birth and/or adoption of a child, an employee may request an unpaid child care leave of absence not to exceed two (2) years.
2. The Child Care leave is to be requested a minimum of thirty (30) days in advance of commencement of the leave period.
3. While on leave, employees shall not accrue seniority or leave credits of any sort. Prior accumulation will be restored upon return from leave.
4. Employees working more than a semester during the school year before their leave or after their return from leave, shall receive credit for the full year.

I. Jury Duty

The BOCES and UNION recognize that our social system requires from time to time of its citizens, service as a juror in the operation of the judicial system. It is further recognized, however, that there is a hierarchy of responsibility in the accomplishment of one's obligations. The BOCES and the UNION agree that the supportive roles played by the employees in the educational tasks of this BOCES are very important and, at times critical to the success of our programs. To this end, UNION employees agree:

1. To advise his/her immediate administrator immediately upon receipt of a call to jury duty, and to cooperate with the BOCES in seeking a deferment of service in the event the absence of the employee at a particular time would present unusual difficulties to the BOCES operations.
2. To refrain from any and all volunteering for jury duty which might be scheduled during the periods in which the employee would be reporting for regular work duty. An action by an employee which can be construed as requesting or volunteering for jury duty will negate the application of the employee benefits provisions of this policy.
3. Personnel who are granted leave for jury duty during the work year and assigned working hours shall not have such duty charged against their accumulated Sick Leave.
4. Pay while on jury duty shall be at the regular salary rate. The employee shall turn over to BOCES any amounts received for his/her services as a juror.
5. If it is determined legally that an employee cannot or should not turn over to the BOCES the money received for services as a juror, then the BOCES will pay only the difference between the regular pay of the employee for the involved working days and the sum received for services as a juror.
6. Amounts received for travel and other costs do not have to be turned over to BOCES.

ARTICLE VII

SALARY/OTHER COMPENSATION

A. Salary

1. Pay days will be bi-weekly on Friday or on the last working day prior thereto if such a day is a holiday.
2. There will be a uniform anniversary date of July 1st for all placement and advancement purposes. Employees will advance to the next step each year in which they have been actively employed for at least 50% of full time.
3. Salary schedules shall be established and mutually agreed upon by the parties for Unit XII. Salary schedules shall be as specified in Appendix B and C.
4. BOCES shall have the right to create hourly positions on both a temporary and permanent basis. Such positions shall be without benefits and shall be compensated at a premium hourly rate.

B. Longevity

1. Employees will be eligible for longevity payments as follows:

At the conclusion of 10 full years of service:	\$1,000
At the conclusion of 15 full years of service:	\$2,500
At the conclusion of 20 full years of service:	\$3,500

2. The amounts are prorated for employees who are less than full time.

C. Clothing Allowance

1. For staff hired prior to July 1, 2004, the clothing allowance for full time staff will be \$185 for the first year of employment and thereafter the annual clothing allowance shall be \$175 per year.
2. The clothing allowance shall be prorated based on FTE of employment for all employees working more than 17½ hours per week.
3. The BOCES shall reimburse aides for the cost of replacing or repairing dentures, eyeglasses, hearing aids or similar personal appurtenances which are damaged, destroyed or lost as a result of any injury provided it was not due to personal carelessness and was sustained in the course of the aide's employment.
4. No clothing allowance will be provided to staff hired on or after July 1, 2004.

D. Miscellaneous

1. The District Superintendent may, at his/her sole discretion:
 - a. Appoint new employees at any step of the salary schedule.
 - b. Place present employees on any step of the salary schedule so long as it does not result in a loss of salary.
 - c. Give year for year step placement for appropriate experience when placing an employee in a new job title.
2. Overnight Chaperoning and Field Trips:
 - a. Any field trip expenses shall be paid for by the employer.
 - b. The employer shall pay a daily additional rate for participation in overnight field trips equal to the amount paid to teachers for overnight chaperon expenses.

E. Working Out Of Title

1. Staff hired prior to July 1, 2004, working as substitute teachers, shall be paid substitute pay in addition to their regular pay, at the rate received at the conclusion of the 2003-2004 school year.
2. Unit members hired on or after July 1, 2004, will be paid \$75 per day when upgraded to substitute teachers.
3. In no event shall an employee lose salary as a result of a temporary assignment.
4. BOCES shall establish a list of those aides it deems qualified to act as substitutes.
5. Aides shall be chosen from this list on a rotational basis to serve as substitutes.

ARTICLE VIII
PAYROLL

A. Payroll Deductions

1. The BOCES agrees to payroll deductions for dues of the State and Suffolk County CSEA and WESTERN SUFFOLK BOCES Unit XII- CSEA organizations, together with additional deductions for life and/or disability income insurance and tax sheltered annuities, credit union and U.S. savings bonds upon application by the employee on the forms supplied by the BOCES for the appropriate agency.
2. BOCES will, through payroll deductions, deduct UNION dues on a ten month basis from September 1st to June 30th of each calendar school year
3. In the case of garnishee or withholding of salary for any employee, notice of such shall be furnished to the employee one week prior to such action, where practical, with reason for withholding.

B. Agency Shop Fee Deduction

1. Pursuant to Chapter 677 of the Laws of 1977, as amended, BOCES agrees to deduct from the salary of employees represented by UNION who are not members of UNION an amount equivalent to the dues payable by a member.
2. This fee will be deducted in equal payments on the same schedule as is used to deduct union dues.

3. This fee will be transmitted to the UNION Treasurer within five working days following each pay period.

C. Recovery of Overpayments

The members of the bargaining unit each acknowledge their liability for return of monies paid to them for services not rendered.

1. BOCES is authorized to deduct any overpayment from future paychecks. Notice of overpayment will be given prior to any deduction from gross pay.
2. The schedule of deductions for overpayments will be mutually agreed upon.

D. Electronic Payroll

1. All employees shall be placed on the electronic transfer payroll without election.

E. Retirement Program

The BOCES agrees to continue its participation, which was effective July 1, 1970, in the "non-contributory 25 Year" Career Retirement Plan provided for under Section 75i of the Retirement and Social Security Law of the Consolidated laws of New York State and administered by the New York State Employees Retirement System. The BOCES will also continue its election of participation in the "guaranteed ordinary death benefit" as provided under Section 60-b of the same law.

F. Salary Adjustment at Retirement

1. All full-time aides shall be eligible to request a lump sum salary adjustment upon regular retirement based upon unused, accumulated sick leave.
2. Regular retirement means having reached the eligible age and having an unqualified intention of applying to receive a retirement allowance according to the rules and regulations of the retirement system and plan.
3. Such lump sum salary adjustments will be paid at the rate of one day for every two days of accumulated sick leave up to a total of 200 days accumulated.
4. In no event will payment at any time exceed that for more than 100 days of leave.
5. Employees anticipating requesting this retirement adjustment shall be expected to make their intention to retire known to the Executive Director of Personnel a minimum of three (3) months preceding their intended date of retirement of the school year before the school year in which retirement is contemplated.
6. This requirement can be waived by the District Superintendent.

ARTICLE IX **INSURANCE**

A. General

1. The parties agree that the benefits provided below are provided for full time employees.
2. Part time employees working more than 17½ hours per week are entitled to receive such benefits on a prorated basis except where plan provisions limit participation.

B. Health Insurance – Active Employees

1. Current employees and retirees member contribution to individual or family health premiums shall be as noted below:

- 2004 – 2005 5%
- 2005 – 2006 7%
- 2006 – 2007 7%

Individual employee and retiree premium contribution in calendar year 2004 shall not exceed \$850.

2. There shall be no premium ceiling for 2005, 2006 and 2007.
3. Staff hired July 1, 2004 or after will have a member contribution to individual or family health premiums shall be as noted below:

- 2004 – 2005 7.5%
- 2005 – 2006 7.5%
- 2006 – 2007 7.5%

There will be no calendar year maximum of employee contribution in any of the three (3) years.

4. Health insurance options will be limited to Empire or HIP plans for all employees and retirees effective with a date selected by management.
5. The BOCES will pay \$80 for extended Major Medical/Optical plan coverage (individual and family) for all enrolled employees for each year of the agreement.

C. Dual Enrollment/Waiver of Health Insurance

1. Employees will be offered the opportunity to waive dual enrollment individual or family health insurance and to receive in lieu of that enrollment, \$2,063 (2000 base) annually towards deductibles, other benefits or as a cash payment.
2. This reimbursement will be adjusted each year by 50% of the change in cost of individual health insurance above the present base.
3. All money remaining shall be given to the employee or the estate of the employee upon his/her separation from BOCES.

D. Health Insurance – Retired Employees

1. The BOCES Board policy dated September 23, 1988 entitled "BOCES Policy Regarding Health Program" and the policy dated June 20, 1989, adopted June 22, 1989, and revised April 9, 1992, entitled "Resolution Regarding Health Benefits for all district Retirees" shall be deemed incorporated by reference in, but not be merged with this Agreement. Copies of said policies are attached hereto as Appendix D and E.
2. Those current unit members who retire from active service, as the term retirement is defined by the New York State Employee's Retirement Law, shall be granted, following the action of the BOCES and prior to the time of retirement, a letter contract providing that during the period of the employee's retirement coverage will continue to be provided under the applicable BOCES policy attached as Appendix D and E. See Health Insurance into Retirement letter attached as Schedule C.

E. Dental Insurance

For each year of the Agreement, the BOCES will pay a maximum of \$89.74 a month for family coverage and \$29.62 a month for individual coverage.

F. Disability Income Insurance

The BOCES will continue to contribute to the annual cost of long term Disability Insurance at the current level of expenditure. Participating employees shall bear all cost above the current BOCES share of the premium.

G. Life Insurance

The BOCES will provide 100% of the premium for a \$20,000 term life insurance policy per employee.

ARTICLE X

PERSONNEL

A. Personnel Records

1. The BOCES will supply data in writing to each employee at the start of his/her work year regarding salary, and sick leave.
2. It is further agreed that any complaint or evaluative material which is to be placed in the employee's record will be discussed first with the employee and a copy of the final comments given to the employee.
3. Should certain statistical data be available in an employee's record of which he/she has no record, or cannot recall, such data will be made available on a timely basis to the employee upon written request to the District Superintendent or his representative.
4. No items positively or negatively commenting upon the employee's performance will be included in his/her personnel file without the knowledge of the employee.

B. Creation Of New Classified Civil Service Positions

1. The BOCES, through the District Superintendent or his designated representative, shall advise the President of the UNION in writing as to potential creation of new job titles within the general personnel classifications encompassed by Unit XII whenever the creation of such a new title appears imminent.
2. It is understood that the actual designation of any such title remains the statutory function of the Suffolk County Civil Service Department.
3. The establishment of the initial salary schedule for any such title, if not pending during the period of negotiations in conjunction with a new Agreement which shall become effective at the same time as the new title becomes operative, shall be the prerogative of the BOCES after consultation with UNION.
4. Whenever the BOCES exercises such prerogative it shall be guided in its decision by the relationship of the skills and responsibilities of the new title vis-à-vis existing comparable BOCES titles and any appropriately similar titles in the Suffolk County Civil Service structure.
5. Existing staff members will be given priority consideration over outside applicants for any new job openings.

C. Promotional Opportunities and Salary Advancements

1. Promotions

- a. BOCES will provide the Association President with sufficient copies of notices of salary, location and division of all vacant positions within Unit XII. These notices to be posted in each program and facility.
- b. BOCES shall at its sole discretion be permitted to give year for year step placement for experience when placing an employee in a new job title.

2. Vacancies

The BOCES agrees to offer vacant full-time positions to part time employees prior to such positions being offered to non-bargaining Unit members. The UNION agrees however, that the BOCES shall, when circumstances warrant, be free to hire outside the pool of part-time employees.

D. Seniority & Abolition of Position Rights

In the event there is a retrenchment with respect to positions in the classified Civil Services within Western Suffolk BOCES, Unit members shall be laid off based on time worked (start date) within the unit; last in, first out in accordance with Civil Service regulations.

ARTICLE XI
EMPLOYEE REPRESENTATIVE UNIT

Union Leadership Business Time

1. A total of seven (7) paid leave days for each year of the contract are available for official representative personnel of the UNION to attend to UNION official business, including conference attendance.
2. Prior approval of the District Superintendent is required.
3. It is expected that such days will be utilized, insofar as possible, by more than one individual.
4. All expenses of attendance at such UNION Conferences shall be borne by the individuals, the UNION, or such affiliated organizations as might wish to bear such expense.

ARTICLE XII
OFF DUTY IN-SERVICE EDUCATION OPPORTUNITIES

The opportunity will be available to UNION personnel to register for and attend courses offered to adults by this BOCES on an "open enrollment basis" where the Executive Director of the particular program certifies that there is student space available and the interested persons have the basic qualifications needed for attendance.

1. Should there be more interested applicants than openings, the UNION shall have the responsibility for reducing the eligible applicant list to coincide with the number of opportunities.
2. Any required tuition charges involved shall be waived, but charges for books, supplies, materials, field trips and the like will be borne by the individual.
3. Employees shall be reimbursed for fees and or tuition for job-related courses which are successfully completed when courses are requested by BOCES. (non-grievable)

ARTICLE XIII
OFFICIAL TRAVEL

Travel required by and on behalf of the BOCES using personal vehicles of employees shall be reimbursed at the BOCES approved rate, plus necessary tolls and parking costs as substantiated by official receipts.

1. Employees are expected to maintain proper and adequate insurance to cover their own interests in such situations.
2. Where official travel requires lodging, meals, registration fees and the like, the cost of the same will be borne by the BOCES within reasonable amounts and statutory limitations based upon submission of and approval of conference and Travel Request form prior to event.
3. The UNION President will be included in the annual review of mileage reimbursement as conducted with both teaching and administrative groups.

ARTICLE XIV

SUMMER SCHOOL

Notwithstanding any provision to the contrary contained in this agreement, the following provisions are deemed the sole terms and conditions of employment applicable during summer school periods. Any reference to non-unit personnel is for the purpose of reference and does not constitute the extension of recognition to Unit XII for purposes of collective bargaining.

A. Appointment/Selection

1. Summer school aide positions for unit members working the entire 30-day summer school schedule will be posted in late spring.
2. Unit members selected to work will be paid hourly at the rate of 1/1350 of the prior year's column and step.
3. Appointments are limited to the current summer school session and are only for unit members on staff as of the date of posting.
4. Selection of applicants for summer employment shall be at the sole discretion of Western Suffolk BOCES.

B. Sick Leave

1. Regularly employed staff members employed in a summer school position and working or the entire summer school session, will receive two (2) additional sick leave days.
2. Two (2) sick leave days may be used during the summer session. However, no sick days may be used on either the first nor last day of summer employment.
3. Sick days accrued from summer school shall be posted to the staff members sick bank at the conclusion of summer school.

C. Bereavement

1. This provision is applicable only to regularly employed BOCES Unit XII staff employees working the entire summer school session.
2. Employees shall be exclusively permitted to use a maximum of two (2) work days in the event of death in the family.

3. Those relatives for whom bereavement days may be used include:

- spouse
- parent
- child/grandchild
- brother/sister
- grandparent/great grandparent

These relatives may be related biologically, or in the following relationship to the employee:

- adopted
- step
- foster
- in-law

Also included is any other relative who at the time of death was living in the immediate household of the employee. The employee shall be allowed, upon request, a maximum of two (2) days leave with pay.

4. Bereavement work days are to be used successively.

D. Personal Injury/Workers' Compensation

1. The provisions of this section shall cover an employee who is:

- a. Injured in the performance of his/her duties.
- b. Assaulted or injured as a result of the actions of another party.
- c. Contracts hepatitis B thru exposure during the performance of his/her duties.

2. During a period extending thru the end of the current summer session after an employee suffers an injury as defined above the employee shall receive full pay and benefits without charge to sick leave except for the first five (5) days of such absence which shall be charged to sick leave. For injuries extending beyond the above period an employee may utilize sick leave to the extent available.

3. The injured employee must file the required incident reports with the Executive Director no later than 24 hours after the incident. Exception based upon extenuating circumstances will be authorized by the District Superintendent.

4. Both the CSEA and the BOCES expressly indicate their willingness to assist in monitoring this benefit against possible abuse.

5. The CSEA recognizes that the return of the first five (5) days to the employee has been expressly waived in exchange for the extension of pay and benefits, described above.
6. An employee assaulted by another party as described in 1b above shall have three (3) days of the first five (5) days absence restored to their sick leave.

ARTICLE XV

FOOD SERVICE OPERATION

The terms and conditions specified in this article present all applicable benefits available to Cook Managers and Food Service Workers.

A. Cook Managers

Only cook managers who work a minimum of 17½ hours per week are eligible for the benefits set forth in this Article, unless otherwise noted.

1. Work Week/Work Year

- a. The standard work week shall be 35 hours. In addition, six (6) cook-managers shall be required to attend up to 2 hours per month of scheduled staff meetings which shall not generate any additional pay.
- b. The work year for cook managers shall conform to the instructional calendar plus two one-half days.

2. Insurance

The insurance benefits set forth below shall be pro-rated, i.e., the BOCES contribution is pro-rated for cook managers working less than 35 hours per week,.

a. Health Insurance

1. BOCES shall pay 92.5% of the premium for individual or family coverage for the Empire or HIP Plans effective July 1, 2004.
2. The BOCES will pay \$80 (family and individual) for extended Major Medical/Optical plan coverage for all enrolled cook managers.
3. The BOCES agreed to provide a retirement health insurance contract for eligible retiring cook managers.

b. Health Insurance Waiver

1. Cook managers will be offered the opportunity to waive enrollment in health insurance and to receive in lieu of that enrollment \$2,646 (2004 base) annually towards deductibles, other benefits or as a cash payment.
2. This reimbursement will be adjusted each year by 50% of the change in cost of individual health insurance above the present base.
3. All money remaining shall be given to the cook manager or the estate of the cook-manager upon his/her separation from BOCES.

c. Dental Insurance

Western Suffolk BOCES will pay a maximum of \$29.62 a month for individual or family coverage.

d. Disability Income Insurance

1. The BOCES will continue to contribute to the annual cost of long term Disability Insurance at the current level of expenditure (\$3.89/month).
2. Participating employees shall bear all cost above the current BOCES share of the premium.

e. Life Insurance

The BOCES will provide 100% of premium for a \$20,000 term life insurance policy.

3. Sick/Personal Leave

a. Sick Leave

1. All cook-managers shall accrue sick/personal time at the rate of one (1) day per month.
2. Time shall be accrued and posted monthly on the first work day of each month.
3. For the first school year of employment only, cook-managers may borrow against a sick/personal bank.
4. Any cook-manager leaving BOCES carrying a negative balance of sick/personal days shall have the final check adjusted to reflect actual time accrued.
5. In no event shall any cook-manager be eligible to accrue more than twelve (12) sick/personal days in a work year. Sick days may be accumulated to an unlimited amount.

b. Personal Leave

1. A maximum of two (2) personal days shall be available based on the approval of the District Superintendent.
2. These days are to be taken from the employee's sick bank and shall be applied for using the standard BOCES leave form.
3. Personal days shall only be used in accordance with the rules for personal day use set forth in Article VI(C) hereof applicable to aides.

c. Sick Leave Payment

Employees qualifying for retirement under New York State Employees Retirement System shall be paid 50% of their unused sick leave bank to a maximum of 90 days pay upon retirement.

4. Bereavement

- a. Employees shall be exclusively permitted to use a maximum of two (2) work days per separate and distinct occasion in the event of death in the family. In extraordinary circumstances, the District Superintendent may approve one (1) additional day.
- b. Those relatives for whom bereavement days may be used include:
 - spouse
 - parent
 - child/grandchild
 - brother/sister
 - grandparent/great grandparent

These relatives may be related biologically, or in the following relationship to the employee:

- adopted
- step
- foster
- in-law

Also included is any other relative who at the time of death was living in the immediate household of the employee.

- c. Bereavement work days are to be used successively.

- d. School closing days within the five (5) day allowable limit will reduce the actual bereavement days to less than five (5) depending upon the number of school closing days.
- e. Bereavement days shall not be charged against accumulated sick leave.

5. Overtime

- a. Overtime will be paid after thirty-five (35) hours in a regular work week or pro-rated in a shortened calendar work week.
- b. For work on Saturdays, the rate of 1½ times regular pay will be paid. For Sundays or holidays, the rate of two (2) times regular pay shall be paid. For purposes of determining the hourly rate for overtime, the annual salary for cook managers shall be divided by 1274 hours.

6. Jury Duty

Employees will continue to receive salary for days actually served on jury duty.

7. Uniforms

BOCES shall provide three (3) uniforms per year or a cash equivalent.

8. Salary

- a. The following salary schedule will be in effect as of 2004-2005:

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Step 1	\$17,190	\$17,780	\$18,410
Step 2	\$18,000	\$18,590	\$19,220
Step 3	\$18,810	\$19,400	\$20,030
Step 4	\$19,620	\$20,210	\$20,840
Step 5	\$20,430	\$21,020	\$21,650
Step 6	\$21,240	\$21,830	\$22,460

- b. To advance to Step 2, a cook manager must have been employed on a full-time basis prior to February 1st.
- c. Advancement to succeeding steps will take place on July 1st of each year in which the employee has been actively at work for at least 50% of the full year.
- d. Step advancement may be withheld based on unsatisfactory service.
- e. Upon movement from one job title to a higher paying job title within the unit, the cook-manager will retain his/her prior step on the salary schedule.

B. Food Service Workers

Only food service workers hired prior to September 1, 1998, who work a minimum of 17½ hours per week, and food service workers hired on or after September 1, 1998, who work a minimum of 20 hours per week, shall be eligible for the benefits set forth in this Article, unless otherwise noted.

1. Work Day/Work Year

- a. For food service workers hired prior to September 1, 1998, the standard work week for full time employment shall be 35 hours.
- b. For food service workers hired on or after September 1, 1998, the standard work week for full time employment shall be 40 hours.
- c. The work year for food service workers shall conform to the instructional calendar.

2. Insurance

The insurance benefit set forth below shall be prorated, i.e., the BOCES contribution is prorated for food service workers hired prior to September 1, 1998, who work **less than** 17½ hours per week and for food service workers hired on or after September 1, 1998, who work a minimum of 20 hours per week.

a. Health Insurance

1. BOCES shall pay 92.5% of the premium of individual or family coverage for the Empire or HIP Plan, effective July 1, 2004.
2. The BOCES will pay \$80 for (family and individual) for extending Major Medical/Optical plan coverage for all enrolled food service workers.
3. The BOCES agrees to provide a retirement health insurance contract for each eligible retiring food service worker.

b. Health Insurance Waiver

1. Food service workers will be offered the opportunity to waive enrollment in health insurance and to receive in lieu of that enrollment \$2,646 (2004 base) annually towards deductibles, other benefits or as a cash payment.
2. This reimbursement will be adjusted each year by 50% of the change in cost of individual health insurance above the present base.
3. All money remaining shall be given to the food service worker or the estate of the food service worker upon his/her separation from BOCES.

c. Dental Insurance

Western Suffolk BOCES will pay a maximum of \$29.62 a month for individual or family coverage.

d. Life Insurance

The BOCES will provide 100% of the premium for a \$20,000 term life insurance policy.

3. Sick/Personal Leave

a. Sick Leave

1. All food service workers working more than 17½ hours per week shall accrue sick/personal time at the rate of .025 hours for each hour worked during the first year of employment.
2. After the first full year of employment, sick/personal time shall accrue at the rate of .050 hours for each hour worked. Time shall be accrued and posted monthly on the first day of each month.
3. For the first school year of employment only, food service workers may borrow against a sick/personal bank.
4. Any food service worker leaving BOCES carrying a negative balance of sick/personal days shall have the final check adjusted to reflect actual time accrued.
5. In no event shall any food service worker be eligible to accrue more than twelve (12) sick/personal days in a work year. Such days may be accumulated to an unlimited amount.

b. Personal Leave

1. A maximum of two (2) personal days shall be available based on the approval of the District Superintendent.
2. These days are to be taken from the food service worker's sick bank and shall be applied for using the standard BOCES leave form.
3. Personal days shall only be used in accordance with the rules for personal day use set forth in Article VI (C) hereof applicable to aides.

c. Sick Leave Payment

Food service workers qualifying for retirement in the New York State Employees Retirement System shall be paid 50% of their unused sick leave bank to a maximum of 90 days pay upon retirement.

4. Bereavement

a. Employees shall be permitted to use a maximum of two (2) work days per separate and distinct occasion in the event of death in the family. In extraordinary circumstances, the District Superintendent may approve one (1) additional day.

b. Those relatives for whom bereavement days may be used include:

- spouse
- parent
- child/grandchild
- brother/sister
- grandparent/great grandparent
-

These relatives may be related biologically, or in the following relationship to the employee:

- adopted
- step
- foster
- in-law

Also included is any other relative who at the time of death was living **in the** immediate household of the employee.

c. Bereavement work days are to be used successively.

d. School closing days within the five (5) day allowable limit will reduce the actual bereavement days to less than five (5) depending upon the number of school closing days.

e. Bereavement days shall not be charged against accumulated sick leave.

5. Overtime

a. Overtime will be paid after thirty-five (35) hours in a regular work week or prorated in a shortened calendar work week.

b. Work on Saturdays will be compensated at the rate of 1½ times regular pay.

- c. Work on Sundays or holidays will be compensated at the rate of two (2) times regular pay.

6. Jury Duty

Food service workers will continue to receive salary for days actually served on jury duty.

7. Holidays

BOCES shall provide 4 paid holidays (Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day).

8. Uniforms

BOCES shall provide three (3) uniforms per year or a cash equivalent.

9. Salary

- a. The following salary schedule will be in effect:

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Step 1	\$10.35	\$10.74	\$11.15
Step 2	\$10.85	\$11.24	\$11.65
Step 3	\$11.35	\$11.74	\$12.15
Step 4	\$11.85	\$12.24	\$12.65
Step 5	\$12.35	\$12.74	\$13.15
Step 6	\$12.85	\$13.24	\$13.65
Step 7	\$13.35	\$13.74	\$14.15
Step 8	\$13.85	\$14.24	\$14.65

- b. To advance to the next step, a food service worker must have worked at least 637 hours in the prior school year.
- c. Advancement to succeeding steps will take place on September 1st of each year.
- d. Upon movement from one job title to a higher paying job title within the unit, the food service worker will retain his/her prior step on the salary schedule.
- e. Food service workers replacing a cook-manager who is absent shall receive an additional payment of \$7.00 per day for each such day.

C. Miscellaneous

1. In addition to the above benefits, the following contractual provisions shall also be applicable to cook-managers and food service workers:

Preamble

Article III(A), (B) & (D)

Article IV(A)

Article V(C)

Article VII(C)

Article X

- Article VIII
- a. Payroll Deductions
 - b. Agency Shop Fee Deduction
 - c. Recovery of Overpayments
 - d. Electronic Payroll
 - e. Retirement Program
 - f. Salary Adjustment at Retirement

Management Rights

The Association acknowledges that the BOCES and the Superintendent together have the sole right of management and superintendence of the District. Hence, unless expressly set forth herein, none of the terms and provisions of this Agreement shall be deemed or determined, nor have the effect in any way, of interfering with, impairing or limiting their rights except as they may be specifically and expressly modified in this Agreement, including but not limited to selection and direction of the work force; to suspend or discharge according to law; to determine the qualifications for employment; to determine work standards and the quality of work; to assign, promote or transfer; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules; and to make reasonable and binding rules which shall not be inconsistent with this agreement.

Zipper Clause

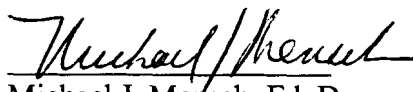
It is acknowledged that during negotiations which resulted in this agreement for the terms and conditions of employment for Food Service Workers and Cook Managers, the Association had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this agreement, the Association agrees that the BOCES shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement.

Western Suffolk BOCES



Helen Boggs Smith
Deputy Superintendent

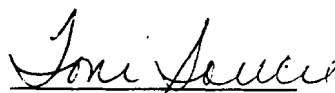
Aug 25, 2005
Dated



Michael J. Mensch, Ed. D
Associate Deputy Superintendent

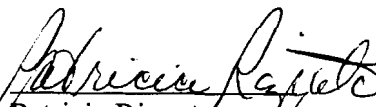
Aug 25, 2005
Dated

Unit XII – Aides/Food Service Workers



Toni Soucie
Labor Relations Specialist

8/25/05
Dated



Patricia Rizzuto
President

Aug 25, 2005
Dated

ARTICLE XVI
DURATION & IMPLEMENTATION OF AGREEMENT

A. General Conditions

1. This Agreement shall be in effect from July 1, 2004 through June 30, 2007. It is agreed that all negotiations relative to this Agreement shall cease upon the signing of this Agreement, and that the terms and conditions of employment provided in this Agreement shall remain in effect until the termination date of the Agreement unless altered by mutual consent in writing by the BOCES and the UNION.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

2. At any time subsequent to December 1, 2006 and prior to January 4, 2007, either party may give notice of its intention to open negotiations for amending this Agreement.
3. This Agreement is made and entered into by and between the Chief Executive Officer of the Board of Cooperative Educational Services, Second Supervisory District, Suffolk County, New York and the WESTERN SUFFOLK BOCES Unit XII - UNION as provided for under subdivision 12 of Sec. 201, Article 14 of the Civil Service Law.
4. The parties agree that there shall be a single title and job description called "Aides" which will encompass the duties of the present title of "Teacher Aide" and "Special Education Aide." There shall be a single salary schedule, calendar and benefit program for aides.
5. It is further agreed that those teacher aides employed prior to July 1, 1985 shall be saved harmless from any change in duties outside the present job description.

APPENDIX A
GRIEVANCE CHART

EMPLOYEE

LEVEL ONE:

Employee will discuss the grievance informally with immediate supervisor or program director.

If the matter is not resolved it will be discussed with the appropriate divisional director, if there is one in line of responsibility.

If after five (5) working days, there is no answer or resolution, the employee notifies the administrator and then proceeds to LEVEL TWO.

LEVEL TWO:

Employee files grievance in writing to the District Superintendent. If after ten (10) working days of receipt of written grievance there is no answer or resolution, the grievant proceeds to LEVEL THREE.

LEVEL THREE:

If an unsatisfactory decision is received at LEVEL TWO, the grievant may, within five (5) working days, make a written request to the BOARD for review and final determination.

WESTERN SUFFOLK BOCES

LEVEL ONE:

If grievance cannot be resolved, the administrator will forward a formal report on the matter within five (5) working days to the District Superintendent.

LEVEL TWO:

The District Superintendent, or his designee, shall meet within ten (10) working days of receipt of the written grievance with the grievant and his/her representative.

LEVEL THREE:

All written statements and records of the case shall be submitted to the President of the Board and the District Superintendent or his designee. The Board shall hold a hearing to obtain further information regarding the case within fifteen (15) working days of receipt of a request for review by the grievant. The Board shall render a decision in writing within ten (10) days after its hearing.

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APPENDIX B
UNIT XII – AIDES
SALARY SCHEDULES
AIDES HIRED PRIOR TO JULY 1, 2004

	<u>Contract Aide</u>				<u>Contract Hourly Aide</u>		
	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>		<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
A	\$13,796	\$14,231	\$14,693	A	\$16,596	\$17,031	\$17,493
B	14,536	14,994	15,481	B	17,336	17,794	18,281
C	15,408	15,893	16,410	C	18,208	18,693	19,210
D	16,334	16,849	17,396	D	19,134	19,649	20,196
E	17,478	18,029	18,614	E	20,278	20,829	21,414
F	18,702	19,291	19,918	F	21,502	22,091	22,718
G	20,012	20,642	21,313	G	22,812	23,442	24,113
H	21,415	22,090	22,807	H	24,215	24,890	25,607
I	22,915	23,637	24,405	I	25,715	26,437	27,205
J	23,488	24,228	25,015	J	26,288	27,028	27,815
K	24,076	24,834	25,642	K	26,876	27,634	28,442
L	24,557	25,331	26,154	L	27,357	28,131	28,954
M	25,049	25,838	26,678	M	27,849	28,638	29,478
N	25,549	26,354	27,210	N	28,349	29,154	30,010

Longevity 10+ years - \$1,000 15+ years - \$2,500 20+ years - \$3,500

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APPENDIX C
UNIT XII – AIDES
SALARY SCHEDULES
AIDES HIRED AS OF JULY 1, 2004

<u>Contract Aide</u>				<u>Contract Hourly Aide</u>			
	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>		<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
1	\$13,796	\$14,231	\$14,693	1	\$16,596	\$17,031	\$17,493
2	14,175	14,622	15,097	2	16,975	17,422	17,897
3	14,565	15,024	15,512	3	17,365	17,824	18,312
4	14,966	15,437	15,939	4	17,766	18,237	18,739
5	15,377	15,862	16,377	5	18,177	18,662	19,177
6	15,800	16,298	16,828	6	18,600	19,098	19,628
7	16,235	16,746	17,290	7	19,035	19,546	20,090
8	16,681	17,207	17,766	8	19,481	20,007	20,566
9	17,140	17,680	18,254	9	19,940	20,480	21,054
10	17,611	18,166	18,756	10	20,411	20,966	21,556
11	18,096	18,666	19,272	11	20,896	21,466	22,072
12	18,593	19,179	19,802	12	21,393	21,979	22,602
13	19,104	19,706	20,347	13	21,904	22,506	23,147
14	19,630	20,248	20,906	14	22,430	23,048	23,706
15	20,170	20,805	21,481	15	22,970	23,605	24,281
16	20,724	21,377	22,072	16	23,524	24,177	24,872
17	21,294	21,965	22,679	17	24,094	24,765	25,479
18	21,880	22,569	23,303	18	24,680	25,369	26,103
19	22,482	23,190	23,943	19	25,282	25,990	26,743
20	23,100	23,827	24,602	20	25,900	26,627	27,402
Longevity 10+ years - \$1,000 15+ years - \$2,500 20+ years - \$3,500							

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APPENDIX D

ELIGIBILITY FOR HEALTH BENEFITS FOR RETIREES

EMPLOYED PRIOR TO JULY 1, 1990

AGREEMENT by and between the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT, SUFFOLK COUNTY, NEW YORK, with offices for the transaction of business located at 507 Deer Park Road, Dix Hills, New York (hereinafter referred to as WESTERN SUFFOLK BOCES) and

an employee of WESTERN SUFFOLK BOCES, residing at

(hereinafter referred to as the EMPLOYEE)

WHEREAS, WESTERN SUFFOLK BOCES has agreed in its labor contract, revised July 1, 2004, with the WESTERN SUFFOLK BOCES Aides Unit XII to grant participation in the BOCES' Health Plan to the extent hereafter described for certain employees who retire on or after July 1, 2004 and

WHEREAS, the EMPLOYEE was actively employed by Western Suffolk BOCES prior to July 1, 1990 and

WHEREAS, this agreement has been made between the WESTERN SUFFOLK BOCES and the EMPLOYEE to establish a binding contractual obligation on the part of the WESTERN SUFFOLK BOCES to continue certain health benefits for the life of the retired EMPLOYEE, as the same is more particularly described below, during the EMPLOYEE'S retirement.

NOW, THEREFORE, it is agreed as follows:

1. The EMPLOYEE represents to BOCES that he/she is, or shall be on the effective date of retirement, 55 years of age or older and will qualify for retirement under the terms, provisions and regulations of the New York State Employees Retirement System.
2. The EMPLOYEE represents to BOCES that he/she shall retire from active service effective on the day following date of resignation and that the EMPLOYEE has simultaneously submitted herewith a written resignation to the BOCES.

3. The BOCES herewith agrees to grant retiring EMPLOYEES health coverage under conditions described as follows:

Staff hired prior to July 1, 1990 who have served a minimum of 10 years of full time active service with Western Suffolk BOCES will be eligible for the following at the time of retirement. The Board of Cooperative Educational Services shall provide the same benefit level for individual and family coverage in the health program for staff who have retired as the Board provides for active employees covered in the same unit or classification. The Board shall contribute the same percentage of premium for the retiree as is contributed for active employees in the same unit.

4. BOCES reserves the right to provide the level of health benefits required by this agreement to the EMPLOYEE through an insured health plan, or a BOCES self-funded plan (or combination thereof), and/or in conjunction with benefits provided under Medicare and/or any other available state or federal law or program that may in the future provide a health benefit to the EMPLOYEE.

By the signature which appears below, the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT, acknowledges that this agreement has been adopted by a form resolution of the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT at a duly constituted meeting of the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT.

Dated: _____

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

Dated: _____

EMPLOYEE

Dated: _____

Certified Clerk of the Board

APPENDIX E

ELIGIBILITY FOR HEALTH BENEFITS FOR RETIREE'S

EMPLOYEE AFTER JULY 1, 1990

AGREEMENT by and between the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT, SUFFOLK COUNTY, NEW YORK, with offices for the transaction of business located at 507 Deer Park Road, Dix Hills, New York (hereinafter referred to as WESTERN SUFFOLK BOCES) and

an employee of WESTERN SUFFOLK BOCES, residing at

(hereinafter referred to as the EMPLOYEE)

WHEREAS, WESTERN SUFFOLK BOCES has agreed in its labor contract, revised July 1, 2004, with the WESTERN SUFFOLK BOCES Aides Unit XII to grant participation in the BOCES Health Plan to the extent hereafter described for certain employees who retire on or after July 1, 2004 and,

WHEREAS, the EMPLOYEE was actively employed by WESTERN SUFFOLK BOCES on or after July 1, 1990 and

WHEREAS, this agreement has been made between the WESTERN SUFFOLK BOCES and the EMPLOYEE to establish a binding contractual obligation on the part of the WESTERN SUFFOLK BOCES to continue certain health benefits for the life of the retired EMPLOYEE, as the same is more particularly described below, during the EMPLOYEE'S retirement.

NOW, THEREFORE, it is agreed as follows:

1. The EMPLOYEE represents to BOCES that he/she is, or shall be on the effective date of retirement, 55 years or age or older and will qualify for retirement under the terms, provisions and regulations of the New York State Employees Retirement System.
2. The EMPLOYEE represents to BOCES that he/she shall retire from active service effective on the day following date of resignation and that the EMPLOYEE has simultaneously submitted herewith a written resignation to the BOCES.
3. The BOCES herewith, agrees to grant retiring EMPLOYEES health coverage under the conditions described as follows:

Staff hired after July 1, 1990 who have served a minimum of 10 years of full time active service with Western Suffolk BOCES shall be eligible for the following at the time of retirement. The Board of Cooperative Educational Services shall provide the same benefit level for individual and family coverage in the health program for staff who have retired as the Board provides for active employees covered in the same unit or classification.

- a. The Board of Cooperative Educational Services shall contribute 50% of the amount contributed for current employees for individual and family coverage in the health program.
 - b. For each additional year of service beyond the 10 years with BOCES, the Board of Cooperative Educational Services' contribution shall increase by 5% pre year not to exceed the same dollar amount paid by the BOCES for active employees covered in the same unit or classification.
4. BOCES reserves the right to provide the level of health benefits required by this agreement to the EMPLOYEE through an insured health plan or a BOCES self-funded plan (or combination thereof), and/or in conjunction with benefits provided under Medicare and/or any other available state or federal law or program that may in the future provide a health benefit to the EMPLOYEE

By the signature which appears below, the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT at a duly constituted meeting of the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT.

Dated: _____

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

Dated: _____

EMPLOYEE

Dated: _____

Certified Clerk of the Board

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